



**Division of Agricultural Conservation & Technical Assistance**

## **Stewardship Assistance and Restoration on APRs Program (SARA)**

**Request for Response (RFR): RFR File: AGR-SARA 17-3**

*To help resolve stewardship issues and restore active commercial farming on land that has already been protected through the Department's Agricultural Preservation Restriction (APR) Program.*

**Responses must be received at the MDAR Amherst office by 4:00 P.M., March 20, 2017.**

**Contact: Melissa Adams**  
**Email: [Melissa.L.Adams@state.ma.us](mailto:Melissa.L.Adams@state.ma.us)**  
**Telephone: 413-548-1904**



**Massachusetts Department of Agricultural Resources**  
**251 Causeway Street, Suite 500**  
**Boston, MA 02114-2151**

**EXECUTIVE OFFICE OF ENERGY & ENVIRONMENTAL AFFAIRS**

**Matthew A. Beaton, Secretary**

**Grant Announcement**

**RFR ID: RFR # AGR-SARA 17-3**

**Dated: March 3, 2017**

**Stewardship Assistance and Restoration on APRs**

**1. GRANT OPPORTUNITY SUMMARY:**

**A. PROPOSALS SOUGHT FOR:** The Massachusetts Department of Agricultural Resources (“Department”) invites responses from Massachusetts farmers who own or operate farm land placed under the Agricultural Preservation Restriction (“APR”) Program and who wish to participate in the Stewardship Assistance and Restoration on APRs Program (“Program”) to improve the overall utilization of APR land resources for commercial agriculture.

**B. OVERVIEW AND GOALS:** The Department has made a long and consistent commitment to the preservation of farmland in Massachusetts. In keeping with that commitment, this Program helps improve the status and condition of land that has been protected by an Agricultural Preservation Restriction. Stewardship Assistance and Restoration on APRs (SARA or Program) helps farmers and APR landowners to meet their responsibility to uphold the agricultural and preservation values of the land into the future. The Program provides funding to pay for expenses directly associated with surveying to resolve a boundary issue or with the restoration of inactive land on an APR farm. The Program will assist participants with conducting stewardship activities on an APR that will enhance the continued use of the agricultural resource, and which may include but are not limited to: surveying an APR boundary; improving soil health; stabilizing soil loss; and/or reactivating cropland use that had been negatively impacted by erosion, flooding, natural disasters or inactivity.

**C. ELIGIBLE PROJECTS:** Funds must be used for activities related to restoring inactive farmland for active commercial agricultural use, or project implementation costs associated with resource restoration for expanded agricultural production, or conducting a survey to resolve an APR boundary issue that is of concern to the Department. (See further detail on eligible projects in section 2B).

**D. ELIGIBLE APPLICANTS:** Massachusetts farmers and APR landowners that have been actively operating a commercial farm or have the background and experience to manage productive farm resources on Agricultural Preservation Restriction Program lands that were protected with Department funds on or before January 1, 2012 and meet all program eligibility requirements. (See eligibility requirements in section 2A).

**E. APPLICATION DEADLINE:** Applications must be received by March 20, 2017 at 4:00 P.M.

**F. FUNDING AVAILABILITY:** Depending on the availability of funding, the Department may offer selected participants up to \$25,000. (See guidelines for determining award amounts, eligible uses of funds and further detail on funding requirements in section 2C).

**G. MATCH REQUIREMENT:** Applicants are required to contribute at least 15% of the total costs of the assistance/restoration project.

**H. TOTAL ANTICIPATED DURATION OF CONTRACT(S):** All projects will begin at contract start date - anticipated to be about 60 days after receipt of application, and must be completed by the end of the Fiscal Year - June 30, 2017. (See further detail on anticipated duration of contract(s) in section 2F).

**I. REGULATIONS, STATUTES, OR AUTHORIZATION GOVERNING THIS GRANT PROGRAM:** FY17 EEA Capital Budget and the terms of the applicable agricultural preservation restriction.

**J. CONTACT INFORMATION:** Melissa Adams  
Massachusetts Department of Agricultural Resources  
413-548-1904  
Melissa.L.Adams@state.ma.us

## 2. PERFORMANCE AND CONTRACT SPECIFICATIONS

### A. Eligible Applicants:

<p><b>Eligible Respondents</b></p>	<p>To be eligible for participation in the Program, Responders must meet <u>all</u> of the following eligibility requirements:</p> <ul style="list-style-type: none"> <li>• Responder(s) must own a farm restricted by an APR purchased by the Department prior to January 1, 2012, or be a Co-Responder with the owner provided the Co-Responder has a lease or use agreement for at least 5 years;</li> <li>• Responder must not be the original grantor of the APR unless restoration is clearly in response to damage caused by a natural disaster (storm);</li> <li>• The need for restoration cannot be the result of inaction or lack of stewardship by the current owner/Responder;</li> <li>• Responders must be in compliance with the terms of the APR on the subject property, or resolve any compliance issues before executing the contract. However, if the responder is seeking funding to resolve underutilization of land issues, the responder may still be eligible for the grant, <b>ONLY IF</b>, the abandonment or underutilization was the result of a prior owner's inaction, and this fact can be proven to the satisfaction of the Department; and</li> <li>• Responders must have a USDA Natural Resources Conservation Service (NRCS) farm conservation plan dated no earlier than 2012, or be actively involved in a planning process with the County Conservation District to complete an up-to-date conservation plan. (Responders do not have to submit a copy of their NRCS farm conservation plan or their Co-operator's Agreement with their application but participants will be asked to present this information as part of the review process).</li> </ul>
<p><b>Ineligible Respondents:</b></p>	<ul style="list-style-type: none"> <li>• APR farms owned or operated by non-profit organizations or municipalities are ineligible for SARA.</li> <li>• Previous recipients (APR landowner or responder) of SARA grant funds are ineligible to reapply.</li> </ul>

### B. Eligible Projects:

	<p>The purpose is to address stewardship or restoration issues on farmland resources in order to maximize productive agricultural use of the protected resource. Funds must be used for identified improvements that will help restore or enhance the protected land resources on an APR farm property or for costs to hire a qualified surveyor to conduct a survey of the boundary between an APR property and abutting unrestricted land to resolve a discrepancy or issue that is of concern to the Department. Eligible uses of funds include contracted labor or equipment rental costs to clear land or reclaim inactive fields back to active cropland use such as; clearing vegetation, removing rocks or stumps, cutting back grown in field edges, or reseeding or applying soil or crop amendments to inactive cropland or pastureland in order to bring it back into production. Funding may also be used to restore farm resources that have been negatively impacted by flooding, erosion, storms, tornadoes and other natural disasters, such as clean up, hiring contractors, renting equipment, purchasing materials, or other crop land restoration costs. Identified projects and cost estimates should complete a project as cost effectively as possible.</p> <p>Grant funds can <u>not</u> be used to pay farm owners or farm employees for their own labor. It is not the intent of this program to help APR farmers with normal ongoing operating costs of farming operations like applying lime or fertilizer or to help farm owners or operators transition active farm land use from one crop or enterprise to another. Improvements to buildings, purchase of farm equipment or purchases of land are NOT eligible uses of funding from this Program. The intention of SARA is to restore agricultural resources to a productive condition similar to how it was at the time the land was placed under the agricultural preservation restriction.</p>
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### C. Funding Availability, Budgeting Guidelines & Allowable Expenditures

<b>Budgeting Guidelines</b>	<p>Grant awards will be offered to applicants upon approval of an agreed upon budget, successful compliance review, appropriate lease or use agreements when needed, and subject to the availability of funding. Awards will be limited to no more than \$25,000 per applicant. The level of funding shall be based on the budget proposed in the application but may be changed following fact finding, planning and negotiation at any time up until a contract is offered.</p> <p>Determination of the final contract award amount rests solely with the Department and may be based on other factors such as: farm productivity, intensity of use, impact on other natural resources, and the complexity and scale of the problem to be addressed. Grant funds awarded must be spent on contracted labor and materials associated with the project(s) outlined in the Scope of Services attached to the contract with the Department. Funds may not be used for normal operating expenses, payment of debt, purchase of livestock, purchase of land, or to pay for labor that is provided by the landowner, farm owner or any farm employees.</p>
<b>Appropriation</b>	<p>All contracts shall be subject to available funding, whether through the appropriation and authorization of sufficient funds or the receipt of sufficient revenues. If available funding ceases for any reason, a contract shall be deemed under suspension and contract performance must halt. A contractor will not be entitled to compensation for any performance provided during the period of contract suspension. The Department may lift the suspension if available funding is received. In the absence of foreseeable available funding, the Department may terminate the contract.</p>

### D. Match Requirements

<b>Match</b>	<p>Applicants are required to contribute at least 15% of the total costs of the approved stewardship assistance or restoration project, receipts for which will be required.</p>
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### E. Project Terms

<b>Terms</b>	<p>Landowner must follow the terms in the recorded APR, request and receive any required certificate of approvals. .</p> <p>Landowner(s) must be in compliance with the Department's programs, regulations, rules, and orders or resolve any outstanding compliance or legal issues with the Department prior to contract signature. Specifically, the landowner must not have violated the terms of the applicable APR to such an extent as the violation is detrimental to the actual or potential agricultural use of the land. However, if the responder is seeking funding to resolve underutilization of land issues, the responder may still be eligible for the grant, ONLY IF, the abandonment or underutilization was the result of a prior owner's inaction, and this fact can be proved to the satisfaction of the Department.</p> <p>If awarded, all projects will be required to abide by the Standard Commonwealth of Massachusetts Terms and Conditions. In addition, all final contracts are subject to successful negotiation of a Final Scope of Services. Please note that the Department does not guarantee that any contracts may result from this RFR or that any particular funding level will be awarded. It is anticipated that projects could commence immediately upon the Department's decision. The awarded contracts will be reviewed during their course and, upon request by the Contractor, may be amended at the sole discretion of the Department.</p>
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### F. Anticipated Duration of Contracts

<b>Duration</b>	<p>All projects must be completed by the end of the fiscal year, June 30, with no options for extensions. All forms of satisfactory documentation in the form of cancelled checks, receipts, invoices, etc. for reimbursement of costs associated with approved projects must be dated prior to the June 30<sup>th</sup> deadline.</p>
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### G. Deliverables, Ownership, and Credit Due

<b>Deliverables</b>	Program Participants must provide the Department with approved documentation verifying expenditures have occurred within the contract period prior to receiving grant funds. (See detail about acceptable documentation for reimbursement in Section 2I).
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### H. Reporting

<b>Reporting</b>	<p>Planned use of funds and cost estimates from the budget in the application, along with any input from this Department, other agencies or professionals will be used to develop a Scope of Services to attach to the Contract with the Department that specifies how grant funds will be spent. Invoices and documentation evidencing completion of services and cost of completed services must be submitted to the Department by June 30, 2017 for reimbursement. Once the project is complete and all funds spent, a closeout visit will be conducted by program staff to view improvements made through program participation.</p> <p>In order to evaluate the impact of the Program, upon request from the Department participants must submit any information and financial data pertaining to their farm operation to the Department for up to five (5) years following the termination date specified on the contract. All information submitted is subject disclosure under M.G.L. c. 66, the Massachusetts Public Records Law, unless otherwise exempt pursuant to M.G.L. c.4 Section 7(26).</p>
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### I. Invoicing

<b>Invoicing</b>	All payments shall be made on a reimbursement basis, no upfront lump sum payments shall be made to any selected Responder. Reimbursements shall be made in full amounts only after the Department has received the request for payment through an invoice and supporting documentation within the contract period. Approved supporting documentation shall include, but not be limited to, the following: contractor invoices, canceled checks, payment records, and other documents that allow the Department to verify the grantee has incurred allowable grant costs and is entitled to payment under the terms of the contract. Program Participants must provide the Department with receipts verifying expenditures have occurred within the contract period prior to receiving grant funds. Costs incurred prior to contract execution cannot be reimbursed and will not qualify as Program expenditures.
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## 3. INSTRUCTIONS FOR APPLICATION SUBMISSIONS

### A. Eligible Applicants:

A staff review team ("Review Team") will consider all complete responses from eligible responders and rank them according to the stated criteria. The Review Team will be comprised of Department staff who shall convey recommendations to the Commissioner of Agricultural Resources and Secretary of Energy and Environmental Affairs for final decisions. All respondents will be mailed written notification of acceptance to or rejection from the Program approximately 60 days after application deadline. A Responder can withdraw a response at any point. The Department reserves the right to consider geographic distribution of awards and/or agricultural diversity as additional criteria. All acceptances shall be conditional upon the availability of funding.

After each response is qualified by meeting the eligibility criteria in 2(A) and 2(B) above, **each eligible response will be scored based on the following criteria.** For proposed projects, whether the:

- 1) Problem or challenge rises to the level of requiring financial assistance.
- 2) Receipt of grant funds will benefit the commercial agricultural use of the land subject to the APR.
- 3) Majority of APR land available for production is in active commercial use.
- 4) Responder provides a timeline for implementation of the project that demonstrates the ability to expend the funds by June 30, 2017.
- 5) The land identified for restoration is acknowledged as underutilized by the Department.
- 6) Proposed activities for use of funds will not negatively impact natural resources.
- 7) The responder has made substantial improvements (financial or resource based) to the APR land since responders acquisition.
- 8) The responder or landowner has received grant funds from the Department in the past. Preference will be given to

responders or landowners that have not previously received grant funds.

- 9) The assistance /restoration is a complete restoration of the stewardship/land use issue, rather than partial, not requiring additional assistance/restoration work in the future.

For Projects Proposing Survey Boundary Line, in addition to the above criteria, whether:

- 1) There is a shared property boundary line between the APR and land excluded from the APR ("the excluded area").
- 2) There is infrastructure within 50 feet of where a property line is estimated to be.
- 3) The responder owns both the land subject to the APR and the excluded area.
- 4) Either, a monitoring report, baselines, the Exhibit A of the APR and/or a GIS Survey has raised uncertainty about the location of the buildings on the excluded parcel relative to the APR and that uncertainty has lead to an impact on the agricultural use of the land subject to the APR.

## **B. Application Submission Instructions:**

To submit a response to this Request for Response owners and operators must submit a completed and signed **Attachment A Application** to the following address by the deadline provided below:

Melissa Adams  
Massachusetts Department of Agricultural Resources  
101 University Drive Suite C4  
Amherst, MA 01002

**Applications must be mailed or hand-delivered and received by the Department by 4:00 P.M. on March 20, 2017. Those sent by fax or electronically will NOT be accepted. Postmarks will not be accepted.**

## **C. Additional Required Documentation**

To present a clear demonstration for the need of stewardship funds, applicants should present aerial photographs, photographs, plans, sketches, maps or other exhibits and documents with the application to help identify the problem or show the area on the APR farm planned for improvement.

If selected, the Respondent will be required to submit the following forms to complete the contract:

- Commonwealth Standard Contract Form, filled out and signed by the Respondent
- Scope and Budget
- Commonwealth Terms and Conditions filled out by and signed by the Respondent\*
- Commonwealth W-9 tax information form filled out and signed by the Respondent\*
- Completed Contractor Authorized Signatory Listing form
- Completed Electronic Funds Transfer Sign Up Form

\* If not already on file. It is not necessary to complete any of the above forms as part of the response to this RFR. Once a Responder has been selected to be a Participant in the Program, the Department shall provide a copy of these Attachments to the Participant for completion and execution in the contract approval process.

#### 4. DEADLINES AND PROCUREMENT CALENDAR

<b>A. Release of RFR:</b>	<b>March 3, 2017</b>
<b>B. Information Sessions:</b>	None planned at this time
<b>C. Application Due Date:</b>	<b>March 20, 2017</b>
<b>D. Estimated Award Date:</b>	April 28, 2017
<b>E. Estimated Contract Start Date:</b>	The Estimated Contract Start Date is anticipated to be within 15 days of the award notification. Notwithstanding any verbal representations by the parties, or an earlier start date listed in the Standard Contract Form, and only after an award is issued and a final scope of services has been negotiated, the effective start date of a contract shall be the latest of the following dates: the date the Standard Contract Form has been executed by an authorized signatory of the contractor and the procuring department; the date of secretariat or other approval(s) required by law or regulation; or a later date specified in the Standard Contract Form.

#### 5. MISCELLANEOUS

<b>A. Type of Procurement:</b>
<ul style="list-style-type: none"><li>Grant</li></ul>
<b>B. Use of This Procurement by Single or Multiple Departments:</b>
<ul style="list-style-type: none"><li>This RFR is a single department procurement. All contracts awarded under this RFR will be utilized solely by the Massachusetts Department of Agricultural Resources.</li></ul>
<b>C. Request for Single or Multiple Contractors:</b>
<ul style="list-style-type: none"><li>Multiple</li></ul>
<b>D. RFR Distribution Method:</b>
<ul style="list-style-type: none"><li>This RFR has been distributed electronically via CommBuys. It is the responsibility of every Applicant to check CommBuys for any addenda or modifications to an RFR to which they intend to respond. The Commonwealth of Massachusetts and its subdivisions accept no liability and will provide no accommodations to Applicants who fail to check for amended RFRs and submit inadequate or incorrect responses. Potential Respondents are advised to check the “last change” field on the summary page of RFRs for which they intend to submit a response to ensure they have the most recent RFR files.</li><li>Respondents may not alter RFR language or any RFR component files. Those submitting a proposal must respond in accordance to the RFR directions and complete only those sections that prompt a Respondent for a response. Modifications to the body of this RFR, specifications, terms and conditions, or which change the intent of this RFR are prohibited. Any unauthorized alterations will disqualify response.</li></ul>
<b>E. List of Attachments:</b>
<ul style="list-style-type: none"><li>A. Application Form</li><li>B. RFR Required Specifications</li></ul>

**REQUEST FOR RESPONSE: AGR-SARA 17-3**  
**MASACHUSETTS DEPARTMENT OF AGRICULTURAL RESOURCES**  
**Stewardship Assistance and Restoration on APRs Program**

**Attachment A - APPLICATION**

*Official Use Only:* Received By: \_\_\_\_\_ Date \_\_\_\_\_

1. Farmer Applicant(s):

Name:		
Mailing Address:		
Municipality:	Zip:	E-Mail:
Phone #(s):		
Website address for farm:		

APR location (if different from above):

Address:	Town:	Zip:
Phone:		
Name of person in residence:		

Owner(s) of record if different from applicant(s):

1. Name:	2. Name:
Address:	
Phone:	Phone:

Is the owner a Trust or Corporation?    Yes \_\_\_\_\_ No \_\_\_\_\_

Is the owner a non-profit organization?    Yes \_\_\_\_\_ No \_\_\_\_\_

If the owner is different from applicant(s), is there a written lease agreement with the owner? Yes \_\_\_\_ No \_\_\_\_

If Yes, expiration date of lease \_\_\_\_\_ *Be prepared to provide the Department a copy upon request.*

Farm name, Corporate, Trust or Business name, if any:

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2a. Name of land owner(s) who received the APR payment:

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Date APR was originally closed/recorded (if known)

\_\_\_\_\_ (day - month - year)

2b. Current owner of APR:

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Date APR property transferred to current owner (if applicable)

\_\_\_\_\_ (day - month - year)

2c. Has a survey been recorded of the land subject to the APR? Yes \_\_\_\_ No \_\_\_\_

2d. Has a survey been recorded of the land excluded from the APR at the time of acquisition? Yes \_\_\_\_ No \_\_\_\_



3. List current agricultural activities carried out on the APR farm (crops grown with number of acres for each crop, livestock produced with kind and number, number of taps and gallons of maple syrup per year, square feet of green house space, etc.) If inactive or changing use, state so with proposed use.


4. How many acres of land are under APR? \_\_\_\_\_ acres

5. How many years has the Applicant managed the APR farm as a commercial agricultural enterprise? \_\_\_\_\_ years

5a. Do you have a United States Department of Agriculture (USDA)-Natural Resource Conservation Service (NRCS) conservation plan for your farm? Yes \_\_\_\_\_ Date of Plan \_\_\_\_\_ No \_\_\_\_\_

If No, have you contacted NRCS to begin process of developing or updating a conservation plan? Yes \_\_\_\_ No \_\_\_\_

6. Have applicant(s) received grants from any of the following MDAR programs?

*Please mark Yes or No for each, in the table below. If Yes, state the year the grant was received::*

Program	Yes	No	If Yes, Year
APR Improvement Program (AIP)			
Farm Viability Enhancement Program (FVEP)			
Matching Enterprise Grants for Agriculture (MEGA)			
Agricultural Environmental Enhancement Program (AEEP)			
Agricultural Energy Grant Program			
Agricultural Food Safety Improvement Program (AFSIP)			
Stewardship Assistance and Restoration on APRs Program (SARA)			

## 7. Financial Statement

A. List any liens or encumbrances, and the amounts, on the farm listed on first page of application.

Encumbrance (to whom the money is owed)	\$ Amount owed

Do any of these include a lien on your residence, or a mortgage on the property including your home?

\_\_\_\_\_ Yes \_\_\_\_\_ No Check here if there is no debt associated with the farm \_\_\_\_\_

B. To complete this section, applicants should use their most recent Schedule Fs or 1120S or 1120C tax form.

Tax Year	Gross Farm Income	Net Farm Income	Other Farm Income (rent, custom work, gravel sales)

**7. Narrative - Responses to the following questions are the most important consideration in reviewing applications. Be thorough in explaining your circumstances. One page of information may be attached to respond to these questions if necessary (letter size paper, font size no smaller than 12).**

The Stewardship Assistance and Restoration on APRs (SARA) Program aims to assist participants in making farm resource improvements to restore and enhance agricultural lands for commercial agricultural production.

**A. What APR farmland resources are in need of restoration or remediation, or what stewardship issue (i.e. survey) needs to be addressed?**


**B. What farmland improvement(s) do you propose using SARA funds to address the needs on the farm?**  
**Note: proposed activities must be on the protected APR farmland. If you are proposing a survey, please explain how this would resolve the identified stewardship issue.**


**C. Will proposed activities at the eligible grant amount complete the restoration project? Yes \_\_\_ No \_\_\_**  
**If No, what else will still need to be done?**


**D. Describe what improvements you have already made on the APR farm property and describe your long-term plans for keeping the farm business viable and the farmland in active agricultural use.**


**E. How many years of agricultural experience does the farm operator have and briefly describe qualifications of any contractors to be hired to complete the proposed project.**


**F. Proposed Project Budget**

1) If accepted into the Program, what investment(s) do you propose on the APR farm for use of SARA grant funds?

<b>Materials, tasks, services, fees</b>	<b><u>Cost Estimate</u></b> Provide contractor quotes if available	<b><u>Estimated Timeline</u></b> (April through June 30)
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
<b>A. Total Estimated Project Costs</b>	\$ _____	
<b>B. SARA Grant Amount Request (max \$25,000)</b>	\$ _____	
<b>C. Estimated Farm Contribution (min. 15%)</b>	\$ _____	

**Required Responder Signatures: All Owner/Operators**

*By signing below, you are authorizing the Department to conduct a field inspection of the APR farmland. In addition, those signing below are expressing a willingness to execute a Performance Contract with the Department. **All farm owners and operators must sign below for application to be complete.** Substitutes or signatures initialed by another person will not be accepted.*

_____	_____	Date _____
Signature of Owner	(Printed Name)	
_____	_____	Date _____
Signature of Owner	(Printed Name)	
_____	_____	Date _____
Signature of Operator (if different than owner)	(Printed Name)	
_____	_____	Date _____
Signature of Operator (if different than owner)	(Printed Name)	

**END OF APPLICATION**

*(See Application Submission instructions on page 7)*

## **Attachment B**

### **RFR Required Specifications**

In general, most of the required contractual stipulations are referenced in the *Standard Contract Form and Instructions* and the *Commonwealth Terms and Conditions*. However, the following RFR provisions must appear in all Commonwealth competitive procurements conducted under 801 CMR 21.00.

The terms of 801 CMR 21.00: *Procurement of Commodities and Services* are incorporated by reference into this RFR. Words used in this RFR shall have the meanings defined in 801 CMR 21.00. Additional definitions may also be identified in this RFR. Other terms not defined elsewhere in this document may be defined in OSD's [Glossary of Terms](#). Unless otherwise specified in this RFR, all communications, responses, and documentation must be in English, all measurements must be provided in feet, inches, and pounds and all cost proposals or figures in U.S. currency. All responses must be submitted in accordance with the specific terms of this RFR.

**COMMBUYS Market Center.** COMMBUYS is the official source of information for this Bid and is publicly accessible at no charge at [www.commbuys.com](http://www.commbuys.com). Information contained in this document and in COMMBUYS, including file attachments, and information contained in the related Bid Questions and Answers (Q&A), are all components of the Bid, as referenced in COMMBUYS, and are incorporated into the Bid and any resulting contract.

Bidders are solely responsible for obtaining all information distributed for this Bid via COMMBUYS. Bid Q&A supports Bidder submission of written questions associated with a Bid and publication of official answers.

It is each Bidder's responsibility to check COMMBUYS for:

- Any amendments, addenda or modifications to this Bid, and
- Any Bid Q&A records related to this Bid.

The Commonwealth accepts no responsibility and will provide no accommodation to Bidders who submit a Quote based on an out-of-date Bid or on information received from a source other than COMMBUYS.

**COMMBUYS Registration.** Bidders may elect to obtain a free COMMBUYS Seller registration which provides value-added features, including automated email notification associated with postings and modifications to COMMBUYS records. However, in order to respond to a Bid, Bidders must register and maintain an active COMMBUYS Seller account.

All Bidders submitting a Quote (previously referred to as Response) in response to this Bid (previously referred to as Solicitation) agree that, if awarded a contract: (1) they will maintain an active seller account in COMMBUYS; (2) they will, when directed to do so by the procuring entity, activate and maintain a COMMBUYS-enabled catalog using Commonwealth Commodity Codes; (3) they will comply with all requests by the procuring entity to utilize COMMBUYS for the purposes of conducting all aspects of purchasing and invoicing with the Commonwealth, as added functionality for the COMMBUYS system is activated; (4) Bidder understands and acknowledges that all references to the Comm-PASS website or related requirements throughout this RFR, shall be superseded by comparable requirements pertaining to the COMMBUYS website; and (6) in the event the Commonwealth adopts an alternate market center system, successful Bidders will be required to utilize such system, as directed by the procuring entity. Commonwealth Commodity Codes are based on the United Nations Standard Products and Services Code (UNSPSC).

The COMMBUYS system introduces new terminology, which bidders must be familiar with in order to conduct business with the Commonwealth. To view this terminology and to learn more about the COMMBUYS system, please visit the [COMMBUYS Resource Center](#).

**Multiple Quotes.** Bidders may not submit Multiple Quotes in response to a Bid unless the RFR authorizes them to do so. If a Bidder submits multiple quotes in response to an RFR that does not authorize multiple responses, only the latest dated quote submitted prior to the bid opening date will be evaluated.

**Quote Content.** Bid specifications for delivery, shipping, billing and payment will prevail over any proposed Bidder terms entered as part of the Quote, unless otherwise specified in the Bid.

**Supplier Diversity Program (SDP).** Massachusetts [Executive Order 524](#) established a policy to promote the award of state contracts in a manner that develops and strengthens Minority and Women Business Enterprises (M/WBEs) that resulted in the Supplier Diversity Program in Public Contracting. M/WBEs are strongly encouraged to submit responses to this RFR, either as prime vendors, joint venture partners or other type of business partnerships. Similarly, [Executive Order 546](#) established the Service-Disabled Veteran-Owned Business Enterprise (SDVOBE) Program to encourage the participation of businesses owned and controlled by service-disabled veterans in all areas of state procurement and contracting, thereby including them in the SDP. All bidders must follow the requirements set forth in the SDP section of the RFR, which will detail the specific requirements relating to the prime vendor's inclusion of M/WBEs and/or SDVOBEs. Bidders are required to develop creative initiatives to help foster new business relationships with M/WBEs and/or SDVOBEs within the primary industries affected by this RFR. In order to satisfy the compliance of this section and encourage bidder's participation of SDP objectives, the Supplier Diversity Program (SDP) Plan for large procurements greater

than \$150,000 will be evaluated at 10% or more of the total evaluation. Once an SDP commitment, expressed as a percentage of contract revenues, is approved, the agency will then monitor the contractor's performance, and use actual expenditures with SDO certified M/WBE contractors and the Center for Veterans Enterprise certified SDVOBEs to fulfill their own SDP expenditure benchmarks. M/WBE and SDVOBE participation must be incorporated into and monitored for all types of procurements regardless of size; however, submission of an SDP Plan is mandated only for large procurements over \$150,000.

Unless otherwise specified in the RFR, the following SDP forms are required to be submitted by the deadlines noted below in order to meet the mandatory participation requirements of the SDP:

<b>SDP Plan Form #/Name</b>	<b>Submitted By</b>	<b>When Submitted</b>
SDP Plan Form #1 – SDP Plan Commitment	All Bidders	With Bid Response
SDP Plan Form #2 – Declaration of SDP Partners	Newly Awarded Contractors	Within 30 days of contract execution
SDP Plan Form #3 – SDP Spending Report	Contractors	Within 45 days of the end of each quarter

#### **Supplier Diversity Program (SDP) Resources:**

- Resources available to assist Prime Bidders in finding potential **Minority Business Enterprises (MBE)** and **Women Business Enterprises (WBE)** partners can be found at: [www.mass.gov/sdp](http://www.mass.gov/sdp)
- Resources available to assist Prime Bidders in finding potential **Service-Disabled Veteran-Owned Business Enterprise (SDVOBE)** partners can be found on the Operational Services Division's SDO webpage at: [www.mass.gov/sdo](http://www.mass.gov/sdo)
- The Operational Services Division's Supplier Diversity Program offers training on the SDP Plan requirements. The dates of upcoming trainings can be found at: <http://www.mass.gov/anf/budget-taxes-and-procurement/procurement-info-and-res/osd-training-events-and-outreach/osd-training-and-outreach.html>. In addition, the SDP Webinar can be located on the SDP website at [www.mass.gov/SDP](http://www.mass.gov/SDP).

**Supplier Diversity Program Subcontracting Policies.** In addition to the Subcontracting Policies (See Subcontracting Policies section below and see Section 9, Subcontracting By Contractor, in the Commonwealth Terms and Conditions) that apply to all subcontracted services, agencies may define specific required deliverables for a contractor's SDP Plan, including, but not limited to, documentation necessary to verify subcontractor commitments and expenditures with Minority- or Women-Owned Business Enterprises (M/WBEs) and Service-Disabled Veteran-Owned Business Enterprises (SDVOBE) for the purpose of monitoring and enforcing commitments made in a contractor's Supplier Diversity Program (SDP) Plan.

**Agricultural Products Preference (only applicable if this is a procurement for Agricultural Products)** - Chapter 123 of the Acts of 2006 directs the State Purchasing Agent to grant a preference to products of agriculture grown or produced using locally grown products. Such locally grown or produced products shall be purchased unless the price of the goods exceeds the price of products of agriculture from outside the Commonwealth by more than 10%. For purposes of this preference, products of agriculture are defined to include any agricultural, aquacultural, floricultural or horticultural commodities, the growing and harvesting of forest products, the raising of livestock, including horses, raising of domesticated animals, bees, fur-bearing animals and any forestry or lumbering operations.

**Best Value Selection and Negotiation.** The Strategic Sourcing Team or SST (formerly referred to as Procurement Management Team or PMT) may select the response(s) which demonstrates the best value overall, including proposed alternatives that will achieve the procurement goals of the department. The SST and a selected bidder, or a contractor, may negotiate a change in any element of contract performance or cost identified in the original RFR or the selected bidder's or contractor's response which results in lower costs or a more cost effective or better value than was presented in the selected bidder's or contractor's original response.

**Bidder Communication.** Bidders are prohibited from communicating directly with any employee of the procuring department or any member of the SST regarding this RFR except as specified in this RFR, and no other individual Commonwealth employee or representative is authorized to provide any information or respond to any question or inquiry concerning this RFR. Bidders may contact the contact person for this RFR in the event this RFR is incomplete or the bidder is having trouble obtaining any required attachments electronically through COMMBUYS.

**Contract Expansion.** If additional funds become available during the contract duration period, the department reserves the right to increase the maximum obligation to some or all contracts executed as a result of this RFR or to execute contracts with contractors not funded in the initial selection process, subject to available funding, satisfactory contract performance and service or commodity need.

**Costs.** Costs which are not specifically identified in the bidder's response, and accepted by a department as part of a contract, will not be compensated under any contract awarded pursuant to this RFR. The Commonwealth will not be responsible for any costs or expenses incurred by bidders responding to this RFR.

**Electronic Communication/Update of Bidder's/Contractor's Contact Information.** It is the responsibility of the prospective bidder and

awarded contractor to keep current on COMMBUYS the email address of the bidder's contact person and prospective contract manager, if awarded a contract, and to monitor that email inbox for communications from the SST, including requests for clarification. The SST and the Commonwealth assume no responsibility if a prospective bidder's/awarded contractor's designated email address is not current, or if technical problems, including those with the prospective bidder's/awarded contractor's computer, network or internet service provider (ISP) cause email communications sent to/from the prospective bidder/awarded contractor and the SST to be lost or rejected by any means including email or spam filtering.

Electronic Funds Transfer (EFT). All bidders responding to this RFR must agree to participate in the Commonwealth Electronic Funds Transfer (EFT) program for receiving payments, unless the bidder can provide compelling proof that it would be unduly burdensome. EFT is a benefit to both contractors and the Commonwealth because it ensures fast, safe and reliable payment directly to contractors and saves both parties the cost of processing checks. Contractors are able to track and verify payments made electronically through the Comptroller's Vendor Web system. A link to the EFT application can be found on the [OSD Forms](http://www.mass.gov/osd) page ([www.mass.gov/osd](http://www.mass.gov/osd)). Additional information about EFT is available on the [VendorWeb](http://www.mass.gov/osc) site ([www.mass.gov/osc](http://www.mass.gov/osc)). Click on MASSfinance.

Successful bidders, upon notification of contract award, will be required to enroll in EFT as a contract requirement by completing and submitting the *Authorization for Electronic Funds Payment Form* to this department for review, approval and forwarding to the Office of the Comptroller. If the bidder is already enrolled in the program, it may so indicate in its response. Because the *Authorization for Electronic Funds Payment Form* contains banking information, this form, and all information contained on this form, shall not be considered a public record and shall not be subject to public disclosure through a public records request.

The requirement to use EFT may be waived by the SST on a case-by-case basis if participation in the program would be unduly burdensome on the bidder. If a bidder is claiming that this requirement is a hardship or unduly burdensome, the specific reason must be documented in its response. The SST will consider such requests on a case-by-case basis and communicate the findings with the bidder.

Environmental Response Submission Compliance. In the event that paper submissions are required and in an effort to promote greater use of recycled and environmentally preferable products and minimize waste, all required paper responses that are submitted should comply with the following guidelines:

- All copies should be printed double sided.
- All submittals and copies should be printed on recycled paper with a minimum post-consumer content of 30% or on tree-free paper (i.e. paper made from raw materials other than trees, such as kenaf). To document the use of such paper, a photocopy of the ream cover/wrapper should be included with the response.
- Unless absolutely necessary, all responses and copies should minimize or eliminate use of non-recyclable or non-reusable materials such as plastic report covers, plastic dividers, vinyl sleeves and GBC binding. Three ringed binders, glued materials, paper clips and staples are acceptable.
- Bidders should submit materials in a format which allows for easy removal and recycling of paper materials.
- Bidders are encouraged to use other products which contain recycled content in their response documents. Such products may include, but are not limited to, folders, binders, paper clips, diskettes, envelopes, boxes, etc. Where appropriate, bidders should note which products in their responses are made with recycled materials.
- Unnecessary samples, attachments or documents not specifically asked for should not be submitted.

Executive Order 509, Establishing Nutrition Standards for Food Purchased and Served by State Agencies. Food purchased and served by state agencies must be in compliance with Executive Order 509, issued in January 2009. Under this Executive Order, all contracts resulting from procurements posted after July 1, 2009 that involve the purchase and provision of food must comply with nutrition guidelines established by the Department of Public Health (DPH). The nutrition guidelines are available at the Department's website: [Tools and Resources for Implementation of Executive Order 509](http://www.mass.gov/dph/509).

HIPAA: Business Associate Contractual Obligations. Bidders are notified that any department meeting the definition of a Covered Entity under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) will include in the RFR and resulting contract sufficient language establishing the successful bidder's contractual obligations, if any, that the department will require in order for the department to comply with HIPAA and the privacy and security regulations promulgated thereunder (45 CFR Parts 160, 162, and 164) (the Privacy and Security Rules). For example, if the department determines that the successful bidder is a business associate performing functions or activities involving protected health information, as such terms are used in the Privacy and Security Rules, then the department will include in the RFR and resulting contract a sufficient description of business associate's contractual obligations regarding the privacy and security of the protected health information, as listed in 45 CFR 164.314 and 164.504 (e), including, but not limited to, the bidder's obligation to: implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the protected health information (in whatever form it is maintained or used, including verbal communications); provide individuals access to their records; and strictly limit use and disclosure of the protected health information for only those purposes approved by the department. Further, the department reserves the right to add any requirement during the course of the contract that it determines it must include in the contract in order for the department to comply with the Privacy and Security Rules. Please see other sections of the RFR for any further HIPAA details, if applicable.

Minimum Quote (Bid Response) Duration. Bidders Quotes made in response to this Bid must remain in effect for at least 90 days from the date of quote submission.

Prompt Payment Discounts (PPD). All bidders responding to this procurement must agree to offer discounts through participation in the Commonwealth Prompt Payment Discount (PPD) initiative for receiving early and/or on-time payments, unless the bidder can provide compelling proof that it would be unduly burdensome. PPD benefits both contractors and the Commonwealth. Contractors benefit by increased, usable cash flow as a result of fast and efficient payments for commodities or services rendered. Participation in the Electronic Funds Transfer initiative further maximizes the benefits with payments directed to designated accounts, thus eliminating the impact of check clearance policies and traditional mail lead time or delays. The Commonwealth benefits because contractors reduce the cost of products and services through the applied discount. Payments that are processed electronically can be tracked and verified through the Comptroller's Vendor Web system. The PPD form can be found as an attachment for this Bid on [COMMBUYS](#).

Bidders must submit agreeable terms for Prompt Payment Discount using the PPD form within their proposal, unless otherwise specified by the SST. The SST will review, negotiate or reject the offering as deemed in the best interest of the Commonwealth.

The requirement to use PPD offerings may be waived by the SST on a case-by-case basis if participation in the program would be unduly burdensome on the bidder. If a bidder is claiming that this requirement is a hardship or unduly burdensome, the specific reason must be documented in or attached to the PPD form.

Public Records. All responses and information submitted in response to this RFR are subject to the Massachusetts Public Records Law, M.G.L., c. 66, s. 10, and to c. 4, s. 7, ss. 26. Any statements in submitted responses that are inconsistent with these statutes shall be disregarded.

Reasonable Accommodation. Bidders with disabilities or hardships that seek reasonable accommodation, which may include the receipt of RFR information in an alternative format, must communicate such requests in writing to the contact person. Requests for accommodation will be addressed on a case by case basis. A bidder requesting accommodation must submit a written statement which describes the bidder's disability and the requested accommodation to the contact person for the RFR. The SST reserves the right to reject unreasonable requests.

Restriction on the Use of the Commonwealth Seal. Bidders and contractors are not allowed to display the Commonwealth of Massachusetts Seal in their bid package or subsequent marketing materials if they are awarded a contract because use of the coat of arms and the Great Seal of the Commonwealth for advertising or commercial purposes is prohibited by law.

Subcontracting Policies. Prior approval of the department is required for any subcontracted service of the contract. Contractors are responsible for the satisfactory performance and adequate oversight of its subcontractors. Human and social service subcontractors are also required to meet the same state and federal financial and program reporting requirements and are held to the same reimbursable cost standards as contractors.